



Rutherford County Solid Waste

656 Laurel Hill Dr.

PO Box 1957

Rutherfordton, NC 28139

Phone: 828.287.6125 Fax: 828.287.6312

James Kilgo, Director

Memorandum To: Interested Parties

From: James Kilgo
Director of Solid Waste, Rutherford County

Subject: **Notice for Request for Proposals
To Provide Collection and Recycling Services for
Used Cooking Oil**

Date: May 18, 2015

I. Introduction

The County of Rutherford, North Carolina ("County") is requesting proposals from responsible firms capable of providing collection and recycling of used cooking oil, used from select locations throughout Rutherford County, NC. The projected start date of the service contract will be August 1, 2015. The collection and recycling services will be managed by contract, and the initial term of the contract agreement will be through **June 30, 2016**, with a two additional renewal terms of one year each. Proposals are due Wednesday June 17, 2015 at 10:00 a.m. and must be submitted to Paula Roach Finance/Purchasing Director 289 N. Main St. Rutherfordton, N.C. 28139. Please label all proposals **Used Cooking Oil Recycling**.

II. Program Data

The Rutherford County Solid Waste Department manages drop-off sites for county citizens to recycle and is looking to add cooking oil to 7 of these location with more in the future. Please see Attachments A.

III. Program Details and Other Requirements

The following sections describe the details of the collection of cooking oil. For simplicity sake, the Vendor selected to perform the services is described as "Contractor."

Used Cooking Oil: Used Cooking Oil collection locations are listed on Attachment A. Contractor shall provide and maintain in good repair and safe conditions tanks for collection of used cooking oil and other acceptable fluids. Contractor shall have sole ownership of the collection tanks. County controls access to the tanks such that cooking oil and other acceptable fluids may be deposited only during the operating hours of the tank's location.

Contractor shall schedule collection of cooking oil and other acceptable fluids from the collection. Collections will be scheduled to take place every four (4) weeks, with no collection location going longer than five (5) weeks between collections. Once a collection schedule is



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established, Contractor shall notify County of collection schedule and shall not deviate from the agreed upon collection schedule by more than 48 hours without prior approval from County.

Contractor shall leave a manifest with the operator of the tank's location on the day of collection and provide monthly reports itemizing the amounts of oil collected from each site as requested by County.

Contractor will report contaminated tanks or tanks containing greater than 10% water to the County upon discovery of said contamination. County may then arrange for separate pumping of these affected tanks. If this service is provided by Contractor, Contractor may assess County a service charge, to be negotiated between County and Contractor.

If tanks prove to have adequate capacity to exceed one month without collection, then collection may be on an "on call" basis.

The following sections describe in detail other requirements that must be met in order for Vendor to be selected as Contractor.

Contract: Services associated with this Request for Proposals performed shall be performed under and managed by a contract between selected Vendor and County. Exact terms and conditions of the Contract Agreement shall be negotiated between County and selected Vendor (Contractor). County expects, however, that the provisions that follow (Permits and Licenses, Compliance with Laws and Regulations, Safety, Insurance, and Indemnity) will be included in the Contract.

Permits and Licenses: Contractor, at its sole cost and expense, shall maintain throughout the course of providing service to County, all permits, licenses and approvals necessary or required for Contractor to perform the work and services described herein, including but not limited to the collection, hauling, and disposal or recycling of Used Cooking Oil, and any other service provided under the terms of this agreement.

Compliance with Laws and Regulations: Contractor agrees that, in the operation and the performance of work and services associated with this proposal, Contractor will qualify under and comply with any and all federal, state and local laws and regulations now in effect, or hereafter enacted which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to safety or the work and services described herein.

Safety: Contractor certifies that it has appropriate safety policies in effect, and that Contractor takes all reasonable and necessary measures to protect Contractor's employees and the citizens and environment of Rutherford County. Additionally, Contractor certifies that its employees are fully informed of said safety policies.



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Insurance: Contractor shall obtain and maintain throughout the term of Agreement with County, at Contractor's sole cost and expense, not less than the insurance coverage set forth below:

(a) Workers' Compensation

Coverage A	-	Statutory
Coverage B	-	\$500,000

(b) Comprehensive Automobile Liability

Bodily Injury	-	\$1,000,000 each person
	-	\$1,000,000 each accident
Property Damage	-	\$1,000,000 each accident
To include coverage for all owned non-owned, leased and hired automobiles.		

(c) Bodily Injury	-	\$1,000,000 each occurrence
	-	\$1,000,000 aggregate
(d) Property Damage	-	\$1,000,000 each occurrence
	-	\$1,000,000 aggregate

The County of Rutherford is to be named as additional insured on the comprehensive general liability policy.

Current valid insurance policies meeting the requirements herein identified shall be maintained for the duration of the named project. There shall also be a 30-day advance notification to County in event of cancellation of coverage or modification of any stipulated insurance coverage. Language that limits the responsibility of the insurance company to provide such notice is not acceptable. Actual insurance policies or copies certified by an individual authorized by the insurance company meeting the required insurance provisions shall be forwarded to the County of Rutherford.

It shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements as the general contractor.

Indemnity: Contractor agrees to defend, indemnify, and hold harmless County from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death, and property damage, including any environmental injury, to any person or persons caused in whole or in part by the negligence or willful misconduct of Contractor except to the extent same are caused by the negligence or misconduct by County.

IV. Contents of Proposals

For the ease of reference, each firm submitting a proposal is referred to as "Proposer."



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Proposals should provide the following information in the exact order in which it is listed

1. Provide cost paid by County or revenue paid to County for collection and processing of Used Cooking Oil. Be sure to clearly specify if amount is revenue or cost. If revenue is to be paid, provide value in dollars per gallon, if County is to pay for service, provide annual cost per site serviced. Example: revenue to be paid to County = \$0.10/gallon or cost for service = \$50.00/site/year.
2. Provide a brief description of the anticipated end-use of the Used Cooking Oil, and the name and location of final processor.
3. Provide the names and contact information for the individual(s) who will be considered the Project Manager(s) in responsible charge of the County's contract and for the individual(s) responsible for managing day-to-day collection functions for services to be provided to County.
4. Provide name and telephone number for three (3) references. References must be from current projects similar in scope and size to the one contemplated by this Request for Proposals (RFP), and must be the current contact person familiar with the services presently provided by Proposer.
5. Provide a statement attesting that all portions of Section III of this RFP, Program Details and Other Requirements, are fully understood, and that Proposer is able to meet these provisions and that Proposer will sign a Contract Agreement to this extent. If Proposer is unable to attest to all provisions of Section III, please specify which provisions the Proposer must take exception to.
6. Provide pertinent State and Federal license / permit information for your company, and disposal/recycling facility(ies). Additionally, provide a listing of all warning notifications, violations, and/or citations received from pertinent Federal and/or State agencies for the past two years, this information must be included for your company, your hauler (if different from Proposer), storage facility (if different from Proposer), and disposal/recycling facility (if different from Proposer) with details explaining each.

V. Process and Basis for Selection

Based on the Proposals received, the County will select Vendor to provide these services within thirty (30) days of the deadline for the submittal of Proposals.

The deadline for the receipt of Proposals is Wednesday June 17, 2015 at 10:00 a.m.



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Sealed Proposals are to be submitted to Paula Roach Finance/Purchasing 289 N. Main St. Rutherfordton, N.C. 28139. Please label all proposals **USED COOKING OIL RECYCLING**

The basis of selection will be as follows:

1. Cost/payments of service/services to be provided;
2. Anticipated end-use of material (for example, County reserves the right to favor Proposers who intend to recycle Used Cooking Oil for BTU value);
3. References;
4. Ability to meet requirements of Section III, Program Details and Other Requirements.; and
5. Required permits/licenses, notices of violation and warning.

VI. Attachments

Attachment A

Used Cooking Oil Collection Locations

Avondale
2310 Ellenboro-Henrietta Road
Henrietta, NC 28076

Green Hill
204 Rainbow Rapids Road
Rutherfordton, N.C. 28139

Bills Creek
2130 Bills Creek Road
Lake Lure, NC 28746

Landfill
656 Laurel Hill Drive
Rutherfordton, N.C. 28139

Colfax
1676 US Hwy 74 Business
Ellenboro, NC 28040

Danieltown
1381 Bethany Church Road
Forest City, NC 28043

Gilkey
2489 US 221 North
Rutherfordton, NC 28139